

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
FUYAO GLASS AMERICA INC.

Cases 09-CA-199943
09-CA-201382
09-CA-201391
09-CA-210043

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Mandarin, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them by the time clocks, on all bulletin boards and all electronic boards throughout the facility located at 2801 W. Stroop Road, Moraine, Ohio 45439 and all other places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English, Mandarin, and in additional languages if the Regional Director decides that it is appropriate to do so, on its PlexSystem Network accessible to employees and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. Interest is computed at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year the employee(s) and compensate them for the adverse tax consequences, if any, of receiving a lump sum backpay amount.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Taxes</u>	<u>Expenses</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$37,413.90	\$1,694.70	\$296.10	\$0	\$39,404.70
(b) (6), (b) (7)(C)	\$45,740.70	\$1,765.80	\$308.70	\$0	\$47,815.20
(b) (6), (b) (7)(C)	\$25,786.80	\$677.70	\$165.60	\$3,621.96	\$30,252.06

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 28, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel. The provisions of this paragraph will apply for a period of twelve (12) months from the date the above-noted cases have been closed by the Region in compliance.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Fuyao Glass America Inc.			Charging Party INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO		
By:	Name and Title	Date	By:	Name and Title	Date
	(b) (6), (b) (7)(C)	11/19/18		/s/ Gord Lilley, Assistant Director National Organizing Dept.	11/15/18
_____ Print Name and Title below			_____ Print Name and Title below		
Recommended By:		Date	Approved By:		Date
/s/ Jamie Ireland JAMIE IRELAND Field Attorney		11/20/2018	/s/ Garey Edward Lindsay GAREY E. LINDSAY Regional Director, Region 9		11/23/2018

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT promulgate and maintain overly broad policies/rules, including our February 20, 2017, Management Policy, Document No. FYUS/HR-MT-048, requiring you to wear either a Fuyao uniform shirt or Fuyao t-shirt on the manufacturing floor, and **WE WILL NOT** promulgate and maintain such policies/rules because of your membership in and support for the International Union, United Automobile, Aerospace and Agricultural Implement Workers of American (UAW), or any other union.

WE WILL NOT demote you to a lower paying position because of your membership in or support for the UAW or any other union.

WE WILL NOT discipline or fire you because of your membership in or support for the UAW, or any other union.

WE WILL NOT tell employees that they are not allowed to wear a UAW hat to work.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce our employees in the exercise of the rights guaranteed under Section 7 of the Act.

WE WILL rescind and give no force or effect to the February 20, 2017, Management Policy, Document No. FYUS/HR-MT-048, requiring you to wear either a Fuyao uniform shirt or Fuyao t-shirt on the manufacturing floor, and **WE WILL** notify employees in writing that this has been done.

WE WILL make whole employee (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost as a result of our demoting (b) (6), (b) (7)(C) to a lower paying position and firing (b) (6), (b) (7)(C) plus interest, and **WE WILL** compensate (b) (6), (b) (7)(C) for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director of Region 9 a report allocating the backpay award to the appropriate calendar year(s). (b) (6), (b) (7)(C) has voluntarily declined (b) (6), (b) (7)(C) right to reinstatement.

WE WILL make whole (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for the wages and other benefits they lost because we fired them, plus interest, and **WE WILL** compensate them for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director of Region 9 a report allocating the backpay award to the appropriate calendar

year(s). (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), have voluntarily declined their rights to reinstatement.

WE WILL rescind and remove from our files all references to the (b) (6), (b) (7)(C) 2017 verbal warning, and the (b) (6), (b) (7)(C) 2017 written warning issued to (b) (6), (b) (7)(C), and all references to the discharges of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), and WE WILL notify them in writing that this has been done and that the discipline and discharges will not be used against them in any way.

Fuyao Glass America Inc.

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Telephone:

Hours of Operation:

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.